

RESOLUTION 88-25

To Approve and Authorize Execution of an Amended Interlocal Agreement Between the City of Bloomington and Monroe County for Provision of Centrex Voice Services

- WHEREAS, I.C. 36-1-7-1 et seq. authorizes governmental entities to enter into agreements for the purpose of interlocal cooperation, and
- WHEREAS, I.C. 36-1-7-2(b) allows governmental entities that desire to buy, sell or exchange services among themselves to enter in contracts to do so, and
- WHEREAS, the two parties agree it is in the best interest of both to allow the City of Bloomington to obtain Centrex telephone service under Monroe County's existing contract with Indiana Bell, and
- WHEREAS, the establishment of the Centrex service will permit additional services to both parties through each party's data processing systems:

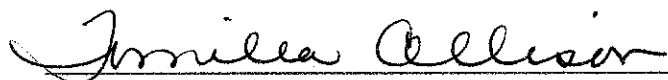
NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

The Amended Interlocal Agreement between the City of Bloomington, Indiana, and Monroe County, a copy of which is attached hereto and made a part hereof, is hereby APPROVED, and the Mayor of the City of Bloomington is hereby AUTHORIZED to execute said Agreement on behalf of the City of Bloomington.

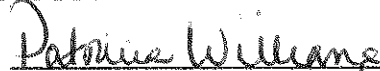
PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 3 day of August 1988.


PAM SERVICE, President
Bloomington Common Council

SIGNED and APPROVED by me upon this 4 day of August 1988.

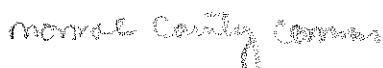

TOMILEA ALLISON, Mayor
City of Bloomington

ATTEST:


PATRICIA WILLIAMS, City Clerk
City of Bloomington

SYNOPSIS

This Resolution Approves and Authorizes the execution of an Amended Interlocal Agreement between the City of Bloomington and Monroe County for the purpose of providing Centrex service to the City.


Monroe County Commissioner

INTERLOCAL AGREEMENT BETWEEN
MONROE COUNTY, INDIANA,
AND THE CITY OF BLOOMINGTON, INDIANA

This Agreement made and entered into by and between the Board of Commissioners of Monroe County, Indiana (hereinafter referred to as "County") and the Mayor of Bloomington (hereinafter referred to as "City").

W I T N E S S E T H :

WHEREAS, Indiana Code 36-1-7-2(b) allows governmental entities that desire only to buy, sell, or exchange services, supplies or equipment between or among themselves to enter into contracts to do so;

WHEREAS, the County presently receives Centrex service from Indiana Bell Corporation (hereinafter referred to as "IBC") through a contract dated July 1, 1985;

WHEREAS, the City desires, under the terms and conditions set out below, to buy Centrex service through the County's contract with IBC; and,

WHEREAS, the County agrees, under the terms and conditions set out below, to extend Centrex service to the City through the County's contract with IBC;

NOW, THEREFORE, the parties agree as follows:

(1) DURATION

This Agreement shall be in full force and effect from the date of execution until the expiration of the County's present contract, signed by the County on July 1, 1985, and expiring June 30, 1992, with IBC, unless renewed, in which case, this Agreement extends for the term of the renewed contract unless either or both parties, after review, decide to withdraw from the Agreement.

(2) TERMINATION

Section 1 notwithstanding, either party may terminate this Agreement before the expiration date in the event the parties are unable to resolve any dispute arising under this Agreement. This Agreement shall terminate in the event the Centrex Service Agreement between Monroe County, Indiana, and IBC is terminated. At termination, each party shall be responsible for the unpaid

service and equipment charges which it incurred under this Agreement.

(3) PURPOSE

The purpose of the Agreement is to provide the City with telephone service under the existing County contract with IBC for Centrex service.

(4) ADMINISTRATION

This Agreement shall be administered by the parties' Information and Data Processing Departments. Issues which affect both parties, for example, the assignment of numbers to intercom lines, shall be resolved through mutual agreement of the parties' Information and Data Processing Administrators.

(5) FINANCING

All bills for the Centrex service shall be sent to the County. The Information Processing Administrator of Monroe County shall bill the City for its share of the costs of the Centrex service. This shall include the costs allocated to the City on the bill, the City's percentage of the basic common equipment charge, and the City's percentage of any common charges associated with any Centrex options which the City uses. Both parties shall pay their share directly to IBC according to their established claims procedures.

(6) NOTICE

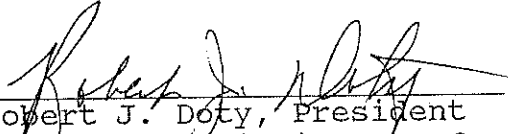
Any notices, submissions or documents required by this Agreement shall be sent to the County, in care of the Board of Commissioners of Monroe County, Indiana, Courthouse, Room 322, Bloomington, Indiana, and to the City, in care of the Mayor, Municipal Building, Post Office Box 100, Bloomington, Indiana.

Dated this _____ day of _____, 1988.

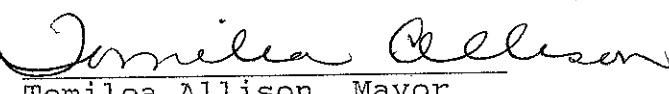
MONROE COUNTY, INDIANA

CITY OF BLOOMINGTON, INDIANA

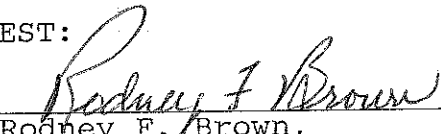
BY

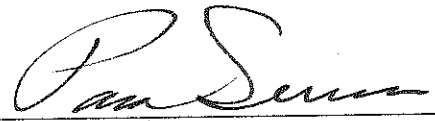

Robert J. Doty, President
Board of Commissioners of
Monroe County, Indiana

BY


Tomilea Allison, Mayor
City of Bloomington,
Indiana

ATTEST:


Rodney F. Brown,
Monroe County Auditor


Pam Service,
Bloomington Common
Council

BOARD OF PUBLIC WORKS

Frank H. Hrisomalos
Frank Hrisomalos, MD.

Tobiatha Eagleson
Tobiatha Eagleson

Martha Sims
Martha Sims

ATTEST:

Patricia Williams
Patricia Williams,
Bloomington City
Clerk

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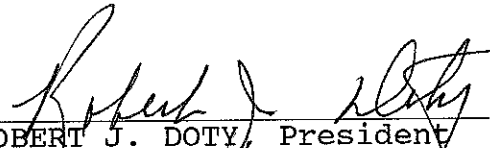
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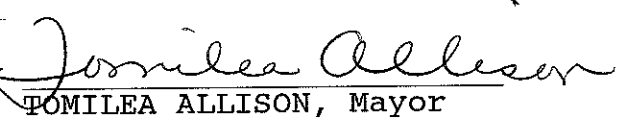
MONROE COUNTY, INDIANA

CITY OF BLOOMINGTON, INDIANA

BY



ROBERT J. DOTY, President
Board of Commissioners of
Monroe County, Indiana

By


TOMILEA ALLISON, Mayor
City of Bloomington,
Indiana

ATTEST:


RODNEY F. BROWN,
Monroe County Auditor


PATRICIA WILLIAMS,
Bloomington City Clerk

